

2 AN ORDINANCE approving Animal
3 Control Service Contracts between
4 the Board of Commissioners of Allen
5 County and the City of Fort Wayne,
Indiana, through its Board of Public
Safety, Department of Animal
Control.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
7 OF THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That the Animal Control Service
9 Contracts by and between the Board of Commissioners of
10 Allen County and the City of Fort Wayne, Indiana, in
11 connection with the Board of Public Safety, Department of
12 Animal Control for:

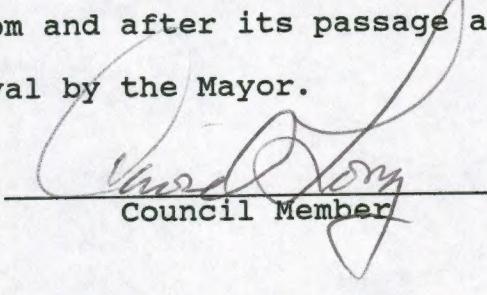
13 1. Allen County Animal Control Agreement (\$34,000.00)
14 Sheltering services for animals delivered to
the Fort Wayne Department of Animal Control;

15 2. Allen County Animal Control Agreement (\$40,844.00)
16 Use of the Animal Control Shelter by Residents
of Allen County outside the City of Fort
Wayne;

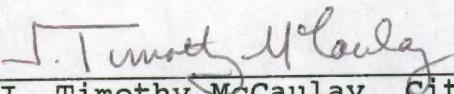
17 3. Allen County Rabies Control Agreement (\$23,000.00)
18 Conduct animal bite and rabies quarantine
19 investigations as a designee for the Board of
Health; provides euthanasia, processing and
20 specimen submission to the Indianapolis Rabies
Testing Lab for Allen County cases;

21 are hereby in all things ratified, confirmed and
22 approved. Two (2) copies of said Contracts are on file
23 with the Office of the City Clerk and are available for
24 public inspection, according to law.

25 SECTION 2. That this Ordinance shall be in full
26 force and effect from and after its passage and any and
27 all necessary approval by the Mayor.

28 
29 Council Member

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
33 J. Timothy McCaulay, City Attorney

ALLEN COUNTY RABIES CONTROL AGREEMENT

This agreement is entered into this 17th day of February, 1993 between the Fort Wayne/Allen County Board of Health, Fort Wayne Indiana, (hereinafter usually referred to as Board of Health) and the City of Fort Wayne, Indiana, (hereinafter usually referred to as "City").

Whereas, the Board of Health does not employ staff or maintain facilities for the investigation or processing of animal bites although this service is required of the Board of Health by state law such that the Board of Health require suitable staff and a facility for the investigation of animal incidents, processing and possible submission of specimens.

Whereas, the city operates the Fort Wayne Department of Animal Control (hereinafter referred to as "Department"), 2225 Dwenger Avenue, Fort Wayne, Indiana, which has the staff and a suitable facility for the investigation, processing and specimen submission concerning animal incidents, and desires to make said staff and facilities available to the Board of Health for a reasonable fee.

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follow:

1. The Department agrees to act as an agent for the Allen County Board of Health pursuant to Indiana Administrative Code 410. All animals quarantined at the shelter for biting will be done so at the owners expense. Bite investigations and enforcement will be performed by department officers for incidents occurring inside the city limits only. Euthanasia, processing and submission of animal heads will be provided by the Department for all Allen County bite cases as necessary. Quarantine and euthanasia decisions and enforcement in high risk or positive rabies exposure situations will be made by the Allen County Board of Health in consultation with the Department, and shall be put in writing, by the Board of Health.

2. City laws and policies regarding disposition of owned quarantined and stray quarantined animals shall apply to animals delivered from outside the city limits, consistent with those received from within the city limits.

3. User fees for owned quarantined animals are charged to both city and non-city residents. The user fee does not cover the actual expense of the quarantine, so the expense will be absorbed by the Department.

4. The Board of Health shall pay \$23,000 to the City in 1993 for services rendered hereunder. This sum shall be due and payable each subsequent year thereafter during the course of this agreement. Each year's payment shall be made in two equal installments, the first to be received on or before May 1, the

second to be received on or before December 1, covering services to be rendered through December 31 of that year. All checks should be made payable to the City of Fort Wayne and submitted to the City Controllers Office.

5. Acceptance of this contract is dependant upon the execution of contracts between the Department and the Allen County Sheriff's Department and the Allen County Commissioners, and the existence of an ongoing contractual relationship for services to be provided by the Department to the two additional parties mentioned above. Further, the terms of this contract shall run concurrent with those of the other two mentioned above.

6. This agreement shall be effective immediately upon execution and shall remain in effect until December 31, 1993. Said parties agree this contract shall automatically renew annually upon the same terms and conditions as set out herein, unless, any of the parties to this agreement notifies the other in writing prior to May 1 of the year in which this agreement expires that termination of this contract or an amendment of it's terms is desired.

7. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, through failure of any entity to appropriate funds or otherwise, the Board of Health shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received, and the City shall have no further obligation to provide services hereunder after that date.

In witness whereof, the City of Fort Wayne, by resolution duly adopted by the Common Council of the City of Fort Wayne, caused this agreement to be signed by it's Mayor and attested by it's Clerk, and the County of Allen, by order of it's Board of Health, had caused these presents to be subscribed by the members thereof and the seal of said Board, all on the day and year first above written.

CITY OF FORT WAYNE

P. Helmke

Paul Helmke, Mayor

DIVISION OF PUBLIC SAFETY

Payne D. Brown

Payne Brown,
Director of Public Safety

DEPARTMENT OF ANIMAL CONTROL

Belinda Lewis

Belinda Lewis,
Shelter Director

Approved as to form:

J. Timothy McCaulay

J. Timothy McCaulay
Corporation Counsel

BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN

Jack C. McComb

Jack C. McComb, President

Jack R. Worthman

Jack R. Worthman, Vice President

Edwin J. Rousseau

Edwin J. Rousseau, Secretary

Linda K. Bloom

Linda K. Bloom, Auditor

FORT WAYNE-ALLEN COUNTY BOARD
OF HEALTH

Dr. Jane Irmscher (Dr. K.)

Dr. Jane Irmscher
Health Commissioner

Approved, as to form:

G. William Fisherling III

G. William Fisherling III,
County Attorney

ALLEN COUNTY ANIMAL CONTROL AGREEMENT
FOR USE OF THE ANIMAL CONTROL SHELTER
BY RESIDENTS OF ALLEN COUNTY, OUTSIDE THE CITY OF FORT WAYNE

This agreement is entered into this 17th day of February, 1993 between the Board of Commissioners of Allen County, Indiana, (hereinafter usually referred to as "Commissioners"), and the City of Fort Wayne, Indiana, (hereinafter usually referred to as "City").

Whereas, the Commissioners do not currently own or operate an animal shelter for use by county citizens and the need for access to a shelter has been shown, the Commissioners require a suitable facility for the storage, placement and/or disposal of said animals.

Whereas, the city operates the Fort Wayne Department of Animal Control (hereinafter referred to as "Department"), 2225 Dwenger Avenue, Fort Wayne, Indiana, which is a suitable facility for the storage, placement and/or disposal of said animals and desires to make said facilities available to the Commissioners for a reasonable fee.

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Department shall receive all animals delivered to it by citizens of Allen County, residents both inside and outside of the city limits of Fort Wayne. The Department will provide suitable sheltering facilities for said animals and provide such services as are necessary in accordance with the rules and procedures of the Department. City laws and policies regarding disposition of animals delivered as strays, returned to owners, adopted, or euthanized shall apply to animals delivered from outside the city limits, consistent with those received from within the city limits.

2. User fees for personal services (animals that are not stray) are charged to both city and non-city residents. If the city is unable to recoup expenses from a non-city user, the expense will be absorbed by the Department.

3. The Department agrees to maintain a population of adoption animals and to provide pet adoption counselors to serve non-city residents of Allen County. City laws and policies regarding pet adoptions shall apply to animals placed outside the city limits, consistent with those placed with city residents. The Department will charge non-city residents an adoption fee that addresses required medical procedures, consistent with the charge to city residents.

4. The Commissioners shall pay \$40,844 to the City in 1993 for services rendered hereunder. This sum shall be due and payable each subsequent year thereafter during the course of this

agreement. Each year's payments shall be made in two equal installments, the first to be received on or before May 1 and the second to be received on or before December 1, covering services to be rendered through December 31 of that year. All checks should be made payable to the City of Fort Wayne and submitted to the City Controllers Office.

5. Acceptance of this contract is dependant upon the execution of contracts between the Department and the Allen County Sheriff's Department and the Allen County Board of Health, and the existence of an ongoing contractual relationship for services to be provided by the Department to the two additional parties mentioned above. Further, the terms of this contract shall run concurrent with those of the other two mentioned above.

6. This agreement shall be effective immediately upon execution and shall remain in effect until December 31, 1993. Said parties agree this contract shall automatically renew annually upon the same terms and conditions as set out herein, unless, any of the parties to this agreement notifies the other in writing prior to May 1 of the year in which this agreement expires that termination of this contract or an amendment of it's terms is desired.

7. Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, through failure of any entity to appropriate funds or otherwise, then the Commissioners shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received, and the City shall have no further obligation to provide services hereunder after that date.

In witness whereof, the City of Fort Wayne, by resolution duly adopted by the Common Council of the City of Fort Wayne, caused this agreement to be signed by it's Mayor and attested by it's Clerk, and the County of Allen, by order of it's Board of Commissioners, had caused these presents to be subscribed by the members thereof and the seal of said Board, all on the day and year first above written.

CITY OF FORT WAYNE

P. Helmke
Paul Helmke, Mayor

DIVISION OF PUBLIC SAFETY

Payne D. Brown
Payne Brown,
Director of Public Safety

DEPARTMENT OF ANIMAL CONTROL

Belinda Lewis
Belinda Lewis,
Shelter Director

Approved, as to form:

J. Timothy McCaulay

J. Timothy McCaulay,
Corporation Counsel

BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN

Jack C. McComb
Jack C. McComb, President

Jack R. Worthman, Vice President

Edwin J. Rousseau
Edwin J. Rousseau, Secretary

Linda K. Bloom
Linda K. Bloom, Auditor

Approved, as to form:

G. William Fisherling III,
County Attorney

ALLEN COUNTY ANIMAL CONTROL AGREEMENT

This agreement entered into this 12th day of February, 1993, between the Board of Commissioners of Allen County, Indiana, (hereinafter usually referred to as "Commissioners"), and the City of Fort Wayne, Indiana, (hereinafter usually referred to as "City").

WHEREAS, Commissioners have adopted a dog and cat animal control ordinance, Allen County Code Title 8, for the control of dogs and cats in the County of Allen, exclusive of the City of Fort Wayne, and pursuant to the ordinance, the Sheriff of Allen County shall catch and detain stray dogs and cats in Allen County from time to time and suitable facilities for the storage and/or disposal of said animals are not presently owned or operated by the Commissioners.

WHEREAS, The city operates the Fort Wayne Department of Animal Control (hereinafter referred to as "Department"), 2225 Dwenger Avenue, Fort Wayne, Indiana, which is a suitable facility for the storage and/or disposal of said animals and desired to make said facilities available to the Commissioners for a reasonable fee.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Department shall receive all animals delivered to it by the Sheriff or the Allen County Animal Control Officer, except those animals deemed by department management to be in need of immediate veterinary attention. The Department will provide suitable storage facilities for impoundment of said animals and provide such services as are necessary in accordance with the rules and procedures of the Department. The City shall dispose of said animals at the expiration of three (3) **business** days after delivery and impoundment thereof in accordance with the rules and procedures of the Department and the requirements of State Law. **City laws and policies regarding disposition of animals delivered as strays, returned to owners, adopted, or euthanized shall apply to animals delivered from outside the city limits, consistent with those received from within the city limits.**

2. The City shall be solely responsible for notifying any known owner(s) of the whereabouts of all animals delivered to the Department by the Sheriff of Allen County or the Allen County Animal Control Officer. **For those animals removed from the owners' property without owners' knowledge, the Allen County Animal Control Officer shall complete an impound report. The department will mail a certified letter to the last known owner using the provided information from the impound report. The procedures followed for impounded animals will be consistent with procedures followed for animals impounded from within the city limits.**

3. The Department agrees to provide on-site training to The Allen County Animal Control Officer in the handling of animals, sheltering, and procedures to ensure safety and consistency in the admission of animals into the shelter.

4. The Department agrees to respond, at it's discretion, on animal related emergencies outside the City limits within the confines of Allen County only when requested to do so by the Sheriff's Department. This assistance will be provided only under the following conditions:

- a. The call is approved by a department supervisor and,
- b. The call is of an emergency nature ie., immediate public safety hazard or injured animal and,
- c. The County Animal Control Officer cannot be reached and,
- d. The Department employee responding on the call must be accompanied by an Allen County Police Officer during the time of the call.

6. In the event that an owner of an animal delivered to the Department by the Sheriff of Allen County or the Allen County Animal Control Officer redeems said animal within the prescribed period, the Department shall charge said owner according to the fee schedule established by the Department and approved by the Common Council of the City of Fort Wayne.

7. Commissioners agree to and shall indemnify and hold harmless the Department and the City of Fort Wayne for any claims arising out of Commissioners' and/or the Allen County Animal Control Officer's negligence or error in catching, detaining, processing, documenting, and delivery to the Department any animal under this contract.

8. The Commissioners shall pay \$34,000 to the City in 1993 for services rendered hereunder. This sum shall be due and payable each subsequent year thereafter during the course of this agreement. Each year's payment shall be made in full on or before January 31, covering services to be rendered through December 31 of that year. All checks should be made payable to the City of Fort Wayne and submitted to the City Controllers Office.

9. Acceptance of this contract is dependant upon the execution of contracts between the Department and the Allen County Board of Health and the Allen County Commissioners, and the existence of an ongoing contractual relationship for services to be provided by the Department to the two additional parties mentioned above. Further, the terms of this contract shall run concurrent with those of the other two mentioned above.

10. This agreement shall be effective immediately upon execution and shall remain in effect until December 31, 1993. Said parties agree this contract shall automatically renew annually upon the same terms and conditions as set out herein,

unless, any of the parties to this agreement notifies the other in writing prior to May 1 of the year in which this agreement expires that termination of this contract or an amendment of it's terms is desired.

11. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, through failure of any entity to appropriate funds or otherwise, the Commissioners shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received, and the City shall have no further obligation to provide services hereunder after that date.

IN WITNESS WHEREOF, the City of Fort Wayne, by resolution duly adopted by the Common Council of the City of Fort Wayne, caused this agreement to be signed by it's Mayor and attested by it's Clerk, and the County of Allen, by order of it's Board of Commissioners, has caused these presents to be subscribed by the members thereof and the seal of said Board, all on the day and year first above written.

CITY OF FORT WAYNE

Paul Helmke
Paul Helmke, Mayor

BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN

Jack C. McComb
Jack C. McComb, President

DIVISION OF PUBLIC SAFETY

Payne D. Brown
Payne D. Brown,
Director of Public Safety

Jack R. Worthman, Vice President

Edwin R. Rousseau
Edwin R. Rousseau, Secretary

DEPARTMENT OF ANIMAL CONTROL

Belinda Lewis
Belinda Lewis,
Shelter Director

Linda K. Bloom
Linda K. Bloom, Auditor

Approved, as to form:

J. Timothy McCaulay
J. Timothy McCaulay
Corporation Counsel

SHERIFF OF ALLEN COUNTY

Joseph M. Squadrito
Joseph M. Squadrito

Approved, as to form:

G. William Fisher III
G. William Fisher III,
County Attorney

Read the first time in full and on motion by Parvin,
seconded by Deppelkorn, and duly adopted, read the second time by
title and referred to the Committee on Planning (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____, day
of _____, 19_____, at _____ o'clock M., E.S.T.

DATED: 3-9-93

Sandra E. Kennedy

SANDRA E. KENNEDY CITY CLERK

Kathy Estep Deputy Clerk

Read the third time in full and on motion by Deppelkorn,
seconded by Deppelkorn, and duly adopted, placed on its passage.
PASSED POST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>				
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>				

DATED: 3-23-93

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 3-24-93
on the 23rd day of March, 1993

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 24th day of March, 1993,
at the hour of 11:30 o'clock A, M., E.S.T.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of March,
1993, at the hour of 3:00 o'clock P, M., E.S.T.

PAUL HELMKE, MAYOR

MEMORANDUM

February 26, 1993

To: Common Council Members
From: Belinda Lewis, Shelter Director
Subject: Renegotiated County Contracts

BACKGROUND

S-93-03-07

At the urging of the Animal Control Commission and several members of City Council, the contracts to provide animal control services to Allen County were renegotiated for 1993.

The original contract, adopted in 1982, addressed the sheltering of animals delivered by the Allen County Animal Control Officer. It became apparent that the majority of stray animals delivered from outside the city limits were brought in by citizens. Additionally, after drastic increases in animal bite case investigations, the city was made aware that the state law required those investigations be conducted by the Board of Health.

After several productive meetings with county officials, it was determined that the best way to address these concerns would be through multiple contracts. A brief summary of each contract is shown below.

1. Allen County Animal Control Agreement (\$34,000)
Agreement to provide sheltering services for animals delivered to the Fort Wayne Department of Animal Control.
2. Allen County Animal Control Agreement for Use of the Animal Control Shelter by Residents of Allen County, Outside the City of Fort Wayne (\$40,844)
3. Allen County Rabies Control Agreement (\$23,000)
Agreement to conduct animal bite and rabies quarantine investigations in the City of Fort Wayne, as a designee for the Board of Health. Also to provide euthanasia, processing and specimen submission to the Indianapolis Rabies Testing Lab for all Allen County cases.

Total income to the city for all three contracts is \$97,844. County Council appropriated the funding for these contracts at their February 11th meeting.

The contracts automatically renew annually unless either party notifies the other of intent to renegotiate.

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC SAFETY/ANIMAL
CONTROL

SYNOPSIS OF ORDINANCE APPROVAL OF CONTRACTS WOULD PROVIDE FOR:

1. SHELTERING SERVICES FOR ANIMALS DELIVERED TO THE FORT WAYNE
DEPARTMENT OF ANIMAL CONTROL.
2. USE OF THE ANIMAL CONTROL SHELTER BY RESIDENTS OF ALLEN COUNTY,
OUTSIDE THE CITY OF FORT WAYNE.
3. CONDUCT ANIMAL BITE AND RABIES QUARANTINE INVESTIGATIONS IN THE
CITY OF FORT WAYNE AS A DESIGNEE FOR THE BOARD OF HEALTH; PROVIDE
EUTHANASIA, PROCESSING AND SPECIMEN SUBMISSION TO THE INDIANAPOLIS
RABIES TESTING LAB FOR ALLEN COUNTY CASES.

EFFECT OF PASSAGE SERVICES CAN BE PROVIDED TO ALLEN COUNTY.

EFFECT OF NON-PASSAGE SERVICES COULD NOT BE PROVIDED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

INCOME TO CITY = \$97,844.00

ASSIGNED TO COMMITTEE (PRESIDENT)

BILL NO. S-93-03-07

REPORT OF THE COMMITTEE ON
REGULATIONS

DAVID C. LONG & REBECCA J. RAVINE - CO-CHAIRPERSONS
LUNSEY, SCHMIDT

WE YOUR COMMITTEE ON REGULATIONS TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Animal
Control Service Contracts between the Board of Commissioners
of Allen County and the City of Fort Wayne, Indiana, through
its Board of Public Safety, Department of Animal Control

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

1988
Cleve & Janie

DATED: 3-23-93.

Sandra E. Kennedy
City Clerk